

PART IV - SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 GENERAL INFORMATION

All representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror (vendor) on the cover page of this Screening Information Request (SIR) (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of the included representations and certifications, with the exception of the Federal Aviation Administration (FAA or Government) Acquisition Management System (AMS) Business Declaration, which is specifically required to be completed, signed and submitted with offer. Award of any contract to the offeror will be considered to have incorporated the applicable representations and certifications by reference.

L.1.1 Point of Contact

The Contracting Officer (CO) is the sole point of contact for this acquisition. All questions or concerns must be addressed to the CO.

L.2 INFORMATION AND CONSIDERATIONS AFFECTING VENDOR PROPOSAL SUBMISSIONS

(a) This acquisition will involve the use of streamlined acquisition procedures employing best practices for competitive negotiated procurements as authorized by the FAA AMS of 1997.

(b) The procurement process will involve the evaluation of the technical and cost/price proposals. Evaluations involved will permit the FAA to select an offer that is the best value to the FAA.

(c) Specific attention is invited to AMS 3.2.2.3.1.2.2, Communications with Offerors. The FAA may communicate with one or more offerors at any time during the SIR process. Communications with one vendor do not necessitate communications with other vendors since communications will be vendor-specific. Information determined to have common application and not considered prejudicial to any vendor will be communicated to all vendors.

(d) This document constitutes a formal SIR for which an award may be made without further discussions or negotiations. Vendors are to consider all terms and conditions contained in the formal SIR in preparation of their proposals as set forth herein.

L.3 INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

(a) Each vendor will submit information identified in the volumes as set forth in paragraph (b) below. The data submitted should be complete, concise and relevant to the requirements of the SIR and are required to be submitted in the prescribed formats subsequently identified herein.

(b) The offeror must submit a single sided original offer using a separate 3-ring binder for each volume and one copy of the offer also using a separate 3-ring binder for each volume. Additionally, the offeror must submit three (3) spiral-bound copies of each of the proposal volumes, and an electronic version in CD format for each volume submitted. The above instructions are summarized as follows:

- 1 original proposal Volume 1 using a 3-ring binder;
- 1 original proposal Volume 2 using a 3-ring binder;
- 1 copy of the proposal Volume 1 using a 3-ring binder;
- 1 copy of the proposal Volume 2 using a 3-ring binder;
- 3 spiral bound copies of Volume 1;
- 3 spiral bound copies of Volume 2;

- 1 electronic version of Volume 1 in CD format; and
- 1 electronic version of Volume 2 in CD format.

(c) Note: Include the CD in the original of each volume. The offeror's proposal submission must be organized as follows:

| | |
|--------------|---|
| VOL 1 | OFFER, OTHER DOCUMENTS, COST, AND PRICING |
| Part A | OFFER AND OTHER DOCUMENTS |
| Section 1 | Solicitation Cover Page (and amendments if applicable) - signed by authorized representative of company |
| Section 2 | SIR Section K- filled in completely and signed |
| Section 3 | Business Declaration Form - filled in and signed |
| Part B | COST AND PRICING |
| Section 1 | SIR Section B Input Excel Spreadsheet-(to be incorporated into Contract Section B.2 Pricing Tables upon award) –found in SIR Attachment J.6 Site Price Element Breakdown Workbook - completed |
| Section 2 | SIR Attachment J.7 Transition Price Breakdown, completed |
| Section 3 | SIR Attachment J.6 Site Price Element Breakdown, completed |
| Section 4 | Cost Methodology (narrative in vendor format) |
| VOL 2 | MANAGEMENT, TECHNICAL, AND PAST PERFORMANCE PROPOSAL* |
| Part A | Management Proposal |
| Section 1 | Management Approach, to include a Program Management Plan per Section C.17.1 |
| Section 1.1 | Subcontracting or Teaming Arrangements |
| Section 1.2 | Management Organization |
| Section 2 | Transition |
| Section 2.1 | Transition Methodology, to include a Transition Plan per Section C.17.2 |
| Section 2.2 | Transition Timeline |
| Section 2.3 | Transitional Staffing |
| Section 2.4 | Transitional Staff Qualifications |
| Part B | Technical Proposal |
| Section 1 | Staffing |
| Section 1.1 | Steady State Staffing |
| Section 1.2 | Temporary Additional Staffing (Surge Response) |
| Section 1.3 | Maintenance of Staff Certifications and Qualifications |
| Section 1.4 | Records Control |
| Section 2 | Continuity of Operations |
| Section 3 | Quality Assurance |
| Section 3.1 | Supervision of Security Officers |
| Section 3.2 | Quality Control |
| Part C | Past Technical Performance |
| Section 1 | Experience and Past Performance |
| Section 2 | Related Information |
| | |

* No reference to costs/prices may be made in Volume 2.

L.4 PROPOSAL PRESENTATION, FORMAT AND CONTENT

Regarding proposal presentation, the offeror must comply with the following:

(a) A cover sheet must be affixed to each volume, which clearly identifies each volume number, volume title, copy number, the SIR identification, and offeror's name.

(b) All information must be provided in the three ring binder or spiral bound document, one binder or spiral bound document per volume, and must be submitted on standard letter size 8½ x 11 inch paper printed single side. Foldout pages are acceptable in Part B of Volume 1 only. Font and margin requirements do not apply to figures or tables, but they must be easily readable. The proposal pages must be numbered sequentially. Any items embedded within a document must be objects only, not links. Font size must be 12, in Times New Roman font with top and bottom margins equal to 1.0 inch, and left and right margins equal to 1.0 inch. The FAA may make black and white copies of offerors' proposals for evaluation purposes.

(c) Tab indexing must be used to identify all sections in a volume. Each volume must be organized such that an extensive search of Government required documents is not necessary to review the proposal. Information not in its appropriate section and not appropriately referenced may be assumed to have been omitted.

(d) All electronic file contents must exactly match print versions of submitted documents. In the event of discrepancies between the two, printed documents will prevail. Electronic submissions must be accompanied by a printed inventory that identifies all CDs, their file contents, and their electronic formats. All CDs and files must be labeled with your firm's name, solicitation number, submission date, and the words "Source Selection Sensitive."

(e) Proposals must contain comprehensive, concise, factual information and complete and substantiated price data. Submittals must provide documentation to substantiate any statement of fact. General statements indicating that the offeror understands the requirements of the work to be performed, or simple rephrasing or restating of the Government's requirements will not be considered adequate. Similarly, submittals containing omissions or incomplete responses to the requirements of this SIR, or that merely paraphrase the Statement of Work (SOW), or that use nonspecific phrases such as "in accordance with standard procedures" or "well-known techniques" will also be considered inadequate. Deficiencies of this kind may be cause for rejection of the offer. Submissions that do not specifically address all specifications or requirements will not be evaluated. The information provided is assumed to be accurate and complete.

L.5 VOLUME 1 – OFFER, OTHER DOCUMENTS, COST, AND PRICING

Volume 1, Part A must be submitted without any reference to cost and pricing information.

L.5.1 VOLUME 1, PART A – OFFER AND OTHER DOCUMENTS

Volume 1, Part A consists of the actual offer to enter into a contract to perform the desired work. It also includes required representations, certifications, other statements of the offeror, and any other administrative information. Each offeror must provide within this volume a table of contents depicting what is contained in each of the volumes submitted in the offeror's proposal, as well as a listing of all acronyms used and a glossary of terms.

L.5.1.1 VOLUME 1, PART A, SECTION 1 - SOLICITATION COVER PAGE

Regarding Volume 1, Part A, Section 1, the offeror must comply with the following:

(a) The offeror must have an official who is legally authorized to bind the offeror to a contract sign the cover page, block 16. If issued, all solicitation amendments must be signed and submitted here.

(b) The cover page, titled Solicitation, Offer, and Award, block 11-17 are contractor fill-ins and are self explanatory. In the block with its name and address, the offeror must supply the Contractor Establishment Code (CEC) applicable to that name and address. The number should be preceded by CEC. Offerors should take care to report the correct CEC and not a similar number assigned to the offeror in a different system. The CEC is a 9 digit code assigned to a contractor establishment which contracts with a Federal executive agency. The CEC system is a contractor identification coding system which is currently the Dunn and Bradstreet Data Universal Numbering System (DUNS). The CEC system is distinct from the Federal Taxpayer Identification Number (TIN) system.

L.5.1.2 VOLUME 1, PART A, SECTION 2 - SIR SECTION K, REPRESENTATION, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

The offeror must complete Section K, Representations, Certifications, and Other Statements of offerors and include Section K in the offer.

L.5.1.3 VOLUME 1, PART A, SECTION 3 - BUSINESS DECLARATION FORM

Offeror is required to completely fill out and sign the FAA Business Declaration Form FAA Template No. 61 (rev. 10/08) and include this form in the offer.

L.5.2 VOLUME 1, PART B - COST AND PRICING

Volume 1, Part B consists of the cost and pricing information for the offer. Included with this SIR are two Excel workbooks applicable to Cost and Pricing which allow for the completion of the requested proposal sections and titled Attachments J.6 and J.7. These workbooks are explained as follows:

(a) The below is an explanation of Attachment J.6 titled: Site Price Element Breakdown workbook. This workbook includes four (4) types of spreadsheets as follows:

- 1) SIR Section B Input. One spreadsheet (includes CLINs XXXX1A Transition);
- 2) Summary by Pricing Element. One spreadsheet (excludes CLIN XXXX1A);
- 3) Summary of Prices by Site. One spreadsheet (excludes CLIN XXXX1A); and
- 4) Site Specific Bases of Estimates. Multiple spreadsheets – one per site (excludes CLIN XXXX1A).

The Section B Input worksheet [number one (1) in the above list] is the only spreadsheet that has formulas entered in it that are not to be changed by the offeror. Vendors can make minor modifications to the other three types of worksheets to better reflect their business processes but must explain these changes, use the same level of detail as in the templates provided, and be consistent in the use of these modified spreadsheet templates across all facilities being priced. Offerors are encouraged, but not required, to use Excel formulas in worksheets (2), (3), and (4) above. It is important to note in the Contract Section B Input spreadsheet that not all facilities are to be priced. Those facilities that have shaded rows and the word “reserved” in the CLIN description field are not to be priced. These sites were included in the SIR because, although the FAA does not currently require Security Officer (SO) services at these facilities, the Government reserves the right to incorporate services at these sites into the resultant contract at some future time.

(b) The below is an explanation of Attachment J.7 titled: Transition Price Breakdown workbook

This workbook includes three types of Excel worksheets as follows:

- 1) Transition Price Summary by Site. One spreadsheet;
- 2) Site Price Element Template. One spreadsheet; and
- 3) Site Specific Bases of Estimates for Transition Prices. Multiple spreadsheets – one per site.

The Site Price Element Template [number (2) in the above list] is provided to explain how the Site Specific Bases of Estimate spreadsheets calculate and report transition costs. As previously mentioned, vendors can make minor modifications and to and use Excel formulas with the Site Specific Bases of Estimate spreadsheets to better reflect their business processes but should explain these changes, use the same level of detail as in the templates provided, and be consistent in the use of these modified spreadsheet templates across all facilities being priced.

L.5.2.1 VOLUME 1, PART B, SECTION 1 – SIR SECTION B INPUT EXCEL SPREADSHEET COMPLETE

The pricing data that must be proposed in the SIR Section B Input spreadsheet includes prices for CLINs XXXX1A Transition, CLINs XXXX1B Basic Service, both monthly and yearly, and CLIN XXXX3 ESS labor hour rates for all sites or facilities for all five contract periods. For evaluation purposes, the one (1) \$55 FFP CLIN XXXX4 CAGP Record Cabinet for each facility in the Base Period, six-teen (16) hours per facility per

period of CLIN XXXX3 Emergency Security Services (ESS) for all periods and the \$25,000 of CLIN XXXX2 TAS across all facilities has already been included in the provided workbook and must be retained in the offer. The offeror must submit unit prices for all CLINs shown in the Section B Input Spreadsheet that aren't shaded in or don't have formulas in them. SIR Sections B, B.2 PRICES and B.2.1 SITE SPECIFIC CLINs, explain the types of CLINs and the CLIN structure used in this SIR. If discrepant prices are proposed between the SIR Section B Input spreadsheet and any other worksheet provided by the offeror, the prices submitted under the SIR Section B Input spreadsheet will be considered as the correct price. If discrepant prices are proposed by the offeror between unit and extended prices in the SIR Section B Input worksheet, the unit price will be considered to be the correct price.

L.5.2.2 VOLUME 1, PART B, SECTION 2 – SIR ATTACHMENT J.7 TRANSITION PRICE BREAKDOWN

In order to calculate and report the prices for CLINs XXXX1A Transition, the Site Specific Bases of Estimate for Transition Prices spreadsheets in Attachment J.7 will also need to be completed. As explained in the notes to these spreadsheets, the reporting template was based on a transition plan that envisioned establishing contractor teams of three transition specialists who would be charged with transitioning a set group of FAA facilities. Their labor and travel costs are shared among the sites being transitioned. In addition, the template planned for the occurrence of site specific other direct costs. As previously mentioned, offerors can make limited modifications to the template that is provided to better suit their needs. Once the facility specific spreadsheets have been completed, the Transition Price Summary for the service area worksheet in Attachment J.7 and the SIR Section B Input spreadsheet in Attachment J.6 can be filled in with this price information. Transition prices are to be proposed for all non-reserved facilities for all contract periods.

L.5.2.3 VOLUME 1, PART B, SECTION 3 – SIR ATTACHMENT J.6 SITE PRICE ELEMENT BREAKDOWN

In order to calculate and report the prices for CLINs XXXX1B Basic Services, and XXXX3 ESS, the Site Specific Bases of Estimate spreadsheets in Attachment J.6 must first be completed for all facilities in the service area. The data obtained from these worksheets will provide the prices needed to complete the SIR Section B Input, the Summary by Pricing Element, and the Summary of Prices by Site spreadsheets that are also in Attachment J.6. As previously mentioned, vendors can make minor modifications and to and use Excel formulas with all of the spreadsheets in this workbook with the exception of the SIR Section B Input worksheet.

L.5.2.4 VOLUME 1, PART B, SECTION 4 – COST METHODOLOGY

The offeror must provide a description of the methodology used to develop the costs for each site and provide information on the source of the numbers that are used to provide the firm fixed price for each site. This information is to be provided for all the sites priced as a group as opposed to individual sites.

L.6 VOLUME 2 – MANAGEMENT, TECHNICAL, AND PAST PERFORMANCE PROPOSAL

Regarding Volume 2, the offeror must comply with the following:

- (a) Volume 2 must be submitted without any reference to cost and pricing information.
- (b) Volume 2 must be limited to 50 pages. Not included in this limit are the six (6) contracts submitted for all subcontractors using the form provided as Attachment L.1, discussed in section L.6.3.1(a). The three (3) contracts submitted by the prime contractor count against the 50 page limit.
- (c) Volume 2 consists of information on the offeror's processes and procedures that will be implemented to ensure that SO services are provided in a timely manner and are maintained at a professional level for the duration of the contract, in accordance with the requirements set forth in section C. Within this Volume 2, offerors must provide their processes and procedures related to their management and technical proposal as well as their past performance in the areas specified below.

L.6.1 VOLUME 2, PART A, MANAGEMENT PROPOSAL

Volume 2, Part A consists of information on the offeror's processes and procedures that will be implemented to ensure that SO services are provided in a timely manner and are maintained at a professional level for the duration of the contract, in accordance with the requirements set forth in section C. Within this Part A, offerors must address their management approach and transition. The offeror must present their management plan and transition plan as part of this proposal. These plans can be presented without cover pages, table of content, definitions, or acronym lists. They do count against the 50 page limit for Volume 2. Information that is presented in the management plan and the transition plan need not be duplicated in the rest of the volume.

L.6.1.1 VOLUME 2, PART A, SECTION 1 - MANAGEMENT APPROACH

The FAA desires that offerors provide management strategies and proposed solutions demonstrating how they will result in better value to the government. Management approach includes specific information on subcontracting arrangements that may be implemented to ensure site coverage. The management organization of the offeror, to include all subcontractors, must present the details of responsibility and authority for fulfilling the requirements of this SIR. Offerors must include the program management plan per Section C.17.1 here.

L.6.1.1.1 VOLUME 2, PART A, SECTION 1.1 - SUBCONTRACTING ARRANGEMENTS

The offeror must provide information on the division of responsibility and authority between the firms within the offeror's proposal. Offerors must clearly identify the prime contractor and all subcontractor relationships. Offerors must submit only one prime contractor per offer. The information provided must detail the primary point of contact for all correspondence and the processes that will be followed to disseminate information to other team members.

L.6.1.1.2 VOLUME 2, PART A, SECTION 1.2 - MANAGEMENT ORGANIZATION

Describe the management organization that will be established to manage the day-to-day as well as emergency or contingency operations that require short or no notice augmentation of established SO levels at one or more sites.

L.6.1.2 VOLUME 2, PART A, SECTION 2 - TRANSITION

Transition of facilities to this contract will require detailed planning to ensure that personnel and processes are in place to assume guard service responsibilities at 0001 AM on the date of assumption of the service. Transition will require that multiple sites transition to the offeror's service at the same time. Other sites will transition according to the FAA schedule provided to the successful offeror following award. Transition plans must address the utilization of incumbent personnel at the sites where services are to be provided.

L.6.1.2.1 VOLUME 2, PART A, SECTION 2.1 - TRANSITION METHODOLOGY

Describe the methods to be used to provide for the timely delivery and proper documentation of all contract required transition training considering the magnitude of training requirements and allotted time to accomplish it. The methodology must address offeror required site visits to identify site unique requirements and to meet or interview incumbent personnel. Offerors must include their transition plan per Section C.17.2 here.

NOTE – In no event may any proposed plan for training be dependent upon availability of Government personnel after normal business hours (e.g. overseeing training during evenings and weekends).

L.6.1.2.2 VOLUME 2, PART A, SECTION 2.2 - TRANSITION TIMELINE

The offeror must outline all significant transition steps and the associated timeframes for completing all steps to assure timely performance start up including but not limited to timely provision of all contract required equipment, licensing, permits and required contract training. Also included is any time required for FAA supported training on site specific equipment.

Note - In no event may any proposed transition timeline include assumptions that the government will waive or defer any contract requirements.

L.6.1.2.3 VOLUME 2, PART A, SECTION 2.3 - TRANSITIONAL STAFFING

The offeror must describe its processes for acquiring the necessary staff to successfully transition and maintain required security operations at the designated facilities. It is not necessary to address each site separately, but rather to state the standard process that will be followed. If there is a site with unique requirements, then that site(s) must be addressed separately.

This section must also address staffing at the offeror's headquarters or local area offices which will be necessary to support this effort and whether or not this headquarters staffing level will remain intact after transition is complete.

L.6.1.2.4 VOLUME 2, PART A, SECTION 2.4 – TRANSITIONAL STAFF QUALIFICATIONS

The offeror must describe how it will ensure that each SO has the required certifications and qualifications or how the requisite training or certification course will be provided to ensure that all SOs are fully qualified before commencing work at an FAA facility.

L.6.2 VOLUME 2, PART B – TECHNICAL PROPOSAL

Volume 2, Part B will be submitted without reference to cost and pricing information.

This section consists of information on the offeror's processes and procedures that will be implemented to ensure that SO services are provided in a timely manner and are maintained at a professional level for the duration of the contract, in accordance with the requirements set forth in Section C of this solicitation. Within this Part B, offerors must address their Staffing, Continuity of Operations, and Quality Assurance.

L.6.2.1 VOLUME 2, PART B, SECTION 1 - STAFFING

In this section, the offeror must describe its processes for maintaining the quality and quantity of staffing to meet the requirements of this contract. This includes the unexpected departure of personnel and those personnel who are found to be unqualified or non-certified for the site they are supporting.

L.6.2.1.1 VOLUME 2, PART B, SECTION 1.1 - STEADY STATE STAFFING

The solicitation, Section C, includes the shift coverage requirements that may be ordered by the Government, which exceed the initial known basic SO service hours reflected in the post exhibits. The offeror must describe how the staffing process will change, if at all, once the contracted facilities are fully staffed.

L.6.2.1.2 VOLUME 2, PART B, SECTION 1.2 - TEMPORARY ADDITIONAL STAFFING OR EMERGENCY SECURITY SERVICE

Similarly, Section B of the solicitation includes a requirement to price Temporary Additional Staffing (TAS) and Emergency Security Service (ESS) which may be ordered by the Government. These additional hours may be ordered at anytime during the performance period of this contract and may do so without providing for a "phase-in" period. Provide a staffing plan that details how your firm intends to staff those hours up to the maximum quantities identified in the contract to include supporting TAS and ESS requirements. Your staffing plan should detail how you intend to provide fully licensed, trained or certified SOs to meet the total estimated hours of this solicitation (i.e. all, or a large portion of the hours may be ordered at once, without providing for additional phase-in time to meet those requirements). In addition, the offeror must provide a detailed recall plan indicating the offerors approach in providing for the recall requirements found in the Section C.5.2.

L.6.2.1.3 VOLUME 2, PART B, SECTION 1.3 - MAINTENANCE OF STAFF CERTIFICATIONS AND QUALIFICATIONS

The SOW, specifically Sections C.6, C.7, C.9, C.13, and C.14, provide the certifications and qualifications required for every SO at an FAA facility. If a SO's certification or qualification expires, for example the firearms qualification, they are not authorized to work at FAA facilities. The unqualified or non-certified SO is to be replaced by a SO who meets the requirements of the SOW as stated above. The offeror must provide detailed information on the system(s) employed to document and track the status of each SO's qualifications and

certifications. At a minimum, the offeror must describe how its system provides for the tracking of the specific requirements for SOs as listed in the SOW sections referenced above to include tracking the expiration and renewal of certifications and qualifications in order to ensure that the SO is fully certified and qualified to fulfill the position to which assigned.

L.6.2.1.4 VOLUME 2, PART B, SECTION 1.4 - RECORDS CONTROL

Section J, Attachment J-9 provides a list of individual SO records that are required to be maintained at the facility to which the SO is assigned in accordance with the Section C.11.

This requirement for records at the facility is not intended to preclude the offeror from developing and maintaining an electronic training, certification, and qualifications records system as described in L.6.2.1.3 above. The offeror is to provide:

- (a) Information on how the status of the on-site records will be maintained;
- (b) The process for granting access to FAA and offeror's personnel for the review and updating of the individual SO's records; and
- (c) Information on how Personal Identifiable Information (PII) will be safe guarded while adhering to the Section C.11 requirement to provide copies of records on-site.

L.6.2.2 VOLUME 2, PART B, SECTION 2 - CONTINUITY OF OPERATIONS (COOP)

Given the sensitive nature of FAA facilities to be protected by SOs under this contract, it is imperative that policies and procedures be in place to ensure the continuity of SO operations at each facility. It is noted that an event requiring implementation of continuity of operations procedures may result in a reduction in requirements due to partial or full closure of Government facilities and or realignment of requirements based on the importance of continued operations at certain Government facilities due to the mission of their tenants or security level.

The contractor must:

- (a) Summarize your strategies for identifying and tracking emergencies and pandemics;
- (b) Summarize your strategies for tracking Impact of emergencies and pandemics on the SO workforce;
- (c) Identify your firm's compliance with applicable Occupational Safety and Health Administration regulations;
- (d) Summarize your strategies for realignment and augmentation of resources to ensure contractual requirements will be met, to include:
 - (1) Challenges associated with maintaining SO services during an extended emergency event, such as a pandemic that may occur in repetitious waves;
 - (2) Any time lapse associated with the initiation of the acquisition of necessary personnel, resources or supplies and their actual availability on site;
 - (3) The components, processes, and requirements for the identification, training, and preparedness of contractor personnel who are capable of relocating to alternative facilities;
 - (4) Prioritization and deployment of a limited or dwindling workforce;
 - (5) Education and protection of workforce to minimize operational impacts; and
 - (6) Acquisition, storage, and distribution of personal protective equipment.
- (e) Summarize your planned communication with your workforce and Government, to include:
 - (1) Any established alert and notification procedures for mobilizing any critical contractor personnel so identified by the contractor;

- (2) Approach for communicating expectations to employees regarding their roles and responsibilities during an emergency; and
- (3) Any associated changes needed to the contractor's information technology infrastructure to support the contract in an emergency.

L.6.2.3 VOLUME 2, PART B, SECTION 3 - QUALITY ASSURANCE

The guarded FAA facilities are important elements in the control of air traffic across the United States and its territories. It is imperative that the quality of guard services provided be of the highest possible. The offeror must provide the details of its quality assurance program that will ensure that high quality, professional services will be provided for the duration of the contract. Information must be provided as to the process for detecting inadequate performance and the methods for rectifying it.

L.6.2.3.1 VOLUME 2, PART B, SECTION 3.1 - SUPERVISION OF SECURITY OFFICERS

Regarding Volume 2, Part C, Section 3.1 the offeror must comply with the following:

- (a) Provide the proposed ratio of supervisors to productive SOs. Supervisors are those personnel whose sole duty it is to supervise productive SOs. A Lead SO or similar title will not constitute a "supervisor"; and
- (b) Provide your firm's supervisory processes and procedures for ensuring contract requirements are met throughout the period of performance. This should include, but is not limited to specification of the physical location or geographic duty location(s) of proposed supervisors and a description of the supervisory methods employed and frequency of supervision.

(Note – The Government defines a Lead SO as a single point of communication at a facility, identified by post orders, for the purpose of communicating operational and facility specific info to the security force at a facility. In addition, the government's review and acceptance of an offeror's proposed supervisory ratio, will not alleviate the vendor from modifying (i.e. increasing) the amount of supervision after contract award should the Government's or contractor's oversight and inspections reveal systemic problems with performance. If at any time the vendor determines that additional supervision beyond what was initially proposed, is needed to address performance issues, such additional supervision will be provided at no additional cost to the Government

L.6.2.3.2 VOLUME 2, PART B, SECTION 3.2 - QUALITY CONTROL (QC)

Regarding Volume 2, Part B, the offeror must comply with the following:

- (a) Describe the methods of inspection to be used and delineate specifically what is inspected;
- (b) Detail processes for addressing non-compliance issues (employee and other);
- (c) Address the proposed frequency, locations and methods of documenting inspections; and
- (d) Describe all information generated by the contractor's QC inspection program that will be transmitted to the Government. In addition describe how inspection results and corrective actions will be communicated to the Government, including the timing, content and format of those communications.

L.6.3 VOLUME 2, PART C - PAST TECHNICAL PERFORMANCE

Regarding Volume 2, Part C, the offeror must comply with the following:

- (a) Volume 2, Part C, must be submitted without any reference to cost and pricing information;
- (b) This section consists of information on the offeror's past performance and experience. Within this Part C, offerors must address their past performance and experience to include their compliance with the FAA minimum requirements to include proof of the required years of experience as described in C.3 (a) and (b)

L.6.3.1 VOLUME 2, PART C SECTION 1. - EXPERIENCE AND PAST PERFORMANCE

Regarding Volume 2, Part C, Section 1, the offeror must comply with the following:

(a) The offeror must demonstrate relevant experience and past performance or affirmatively state that it possesses no relevant experience and past performance. Relevant experience and past performance is experience and performance under contracts currently being performed or performed within the past five (5) years that are of a similar or directly related scope, and magnitude to that described in the solicitation and as defined below. Contracts of a shorter duration, or recently awarded, may be considered as slightly less relevant or presenting a higher performance risk given the shorter period of performance. The Government will also consider the quality of the offeror's past performance.

The offeror must complete up to three (3) Experience forms, Attachment L.1, that provide information on the contracts that the offeror believes are relevant to this solicitation. Where subcontracting arrangements are proposed, an additional maximum of three (3) contracts for each subcontractor may be submitted. However, the maximum number of contracts that will be evaluated per proposal is nine (9). Three (3) Experience forms must be for the prime contractor and a maximum of six (6) for all sub-contractors. The maximum for a single subcontractor must be three (3).

Concurrent with the Experience form, the offeror is to provide to each of the customers referenced, a corresponding Past Performance Questionnaire, Attachment L.2, to be completed by that customer and returned to the FAA at the address provided in section L.8.(a) by the time and date provided in section L.8.(b). Information provided in the response to this factor will assist the Government in determining the degree of risk associated with award of this contract to the offeror in question, based upon that offeror's past and present performance on other relevant contracts. It is the offeror's responsibility to follow-up with its customers to ensure that the completed questionnaires are provided to the FAA by the deadline provided in section L.8.(b)

(b) The Government reserves the right to obtain information from sources other than those identified by the offeror. An evaluation of relevance will be done for no more than three (3) contracts submitted by the offeror for itself and for no more than six (6) contracts submitted for all subcontractors. The offeror is therefore cautioned to submit only its three (3) most relevant efforts and is cautioned to submit only the six (6) most relevant efforts of subcontractors. If the offeror or its subcontractors submit more than three (3) contracts each for consideration, only three (3) per entity will be reviewed up to a maximum of nine (9). The three (3) reviewed for each entity will be the first three (3) as displayed within the proposal from front to back.

(c) Where offeror subcontracting arrangements are proposed, a narrative must be submitted as part of the proposal which clearly details the roles, responsibilities, and distribution of effort (by type and percentage) between the parties in performance of the Government's requirement. This information should be provided by the prime contractor in the contractor's program management plan as discussed in section C.17.1 .

(d) Where an offeror provides contracts performed by its managers, key personnel, subcontractors or other partners for consideration, the Government will evaluate the past performance of its proposed managers, key personnel, subcontractor or other partners separately and consider its findings about them, in conjunction with information provided as required in paragraph (d) above, when determining the risk associated with the proposal and assigning the appropriate rating to the proposal. The Government will determine whether the past performance of a contractor's, managers, key personnel, subcontractors or other partners offsets the risk of doing business with a prime contractor that has no or limited experience and past performance of its own. The Government may decide not to attribute to the prime contractor, as an organization, the past performance of its managers, key personnel, subcontractors or other partners.

(e) If the government attributes to the successful offeror the past performance of its proposed managers, key personnel, subcontractors or other partners, the successful offeror's proposal will be incorporated into the resultant contract as a requirement. In such cases the subject managers, key personnel, subcontractors or other partners must not be replaced without prior approval of the CO.

L.6.3.2 VOLUME 2, PART C, SECTION 2 - RELATED INFORMATION

Offerors must submit, in their own format, the following information as part of their proposal for both the prime and proposed major subcontractor(s) with regard to the applicable experience that each vendor has that is related

to the provisioning of guard services. This information need not be specifically SO services, but may include contracts or events that provide the Government with information related to how the offeror will perform under the contract resulting from this solicitation.

(a) The offeror may describe any awards or certifications that indicate the offeror possesses a high-quality process for providing the security services required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other government quality awards, and private sector awards or certifications (e.g., the automobile industry's QS 9000, Sematech's SSQA, or ANSI/EIA-599). Identify what segment of the company (one division or the entire company) that received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(b) The offeror's Related Information submission must not exceed two (2) pages for the prime contractor and four (4) pages for subcontractors. The Related Experience submission for a single subcontractor must not exceed two (2) pages. The Related Experience submission pages do not count against the 50 page limit for Volume 2.

L.7 TIME, DATE, PLACE, AND SUBMISSION OF PROPOSALS

(a) ADDRESS – Proposals must be sent to the following address:

ATTN: Charles Lingafelt
Federal Aviation Administration
Department of Transportation
950 L'Enfant Plaza South SW, Suite 300, Workstation 089
Washington, DC 20024
Telephone: 202.385.6691

Alternate Delivery Telephone: 202-385-6665 (Robert Taylor)

(b) TIME AND DATE – Proposals must be received by the FAA at the above location no later than **2:00 p.m. Eastern Time on Thursday, February 16, 2012**. Offerors must request receipts for proposals if one is desired. All Amendments issued, if any, must be signed and submitted with the offerors proposal.

(c) SIGNED ORIGINALS – Offerors must provide one signed original and all required copies.

(d) PROPOSAL SUBMISSION – Offerors assume full responsibility of ensuring that proposals are received at the place and by the date and time specified above. Facsimile or E-Mail submittals of proposals will not be accepted.

L.8 NUMBER OF AWARDS

The FAA will award one contract resulting from SIR.

L.9 EXPENSES RELATED TO OFFEROR SUBMISSIONS

The FAA will not pay any costs incurred in the preparation or submission of any response to this solicitation or in making necessary studies for the preparation thereof, or to acquire, contract for any services including attendance of any solicitation conference.

L.10 RESPONSIBLE PROSPECTIVE CONTRACTORS

An offeror must also be found responsible in accordance with FAA AMS Clause 3.2.2.2 prior to award of any contract. As a minimum, to be determined responsible, a prospective offeror must:

(a) Have adequate financial resources to perform the contract and the ability to obtain resources;

(b) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all other business commitments;

- (c) Have a satisfactory record of integrity and business ethics;
- (d) Have a satisfactory performance record; and
- (e) Have the necessary organization, experience, accounting and operational controls.

L.11 COMMUNICATIONS WITH OFFERORS

Communication with potential offerors may take place throughout the source selection process. Information disclosed as a result of oral or written communications with an offeror may be considered in the evaluation of the offeror's submittal(s).

Communications with one offeror may not necessitate communications with other offerors. The FAA reserves the right to conduct Communications with all, some, or none of the offeror(s), as circumstances warrant.

L.12 RELATIONSHIP BETWEEN SECTIONS L AND M

Your attention is directed to the functional relationship between Sections L and M of this SIR. Section L provides information for the purpose of organizing and preparing a proposal and is not intended to be all-inclusive. Section M describes evaluation factors for award. Since the Government evaluation of proposals will cover all areas identified in Section M, proposals should address all such areas for evaluation.

L.13 PROPOSAL ACCEPTANCE

Only one proposal from each vendor will be considered.

The FAA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in the SIR, which demonstrate an understanding of the complexity and scope of the requirements.

L.14 FAA AMS CLAUSE 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet, at <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.2.3-1 False Statements in Offers** (July 2004)
- 3.2.2.3-6 Submittals in the English Language** (July 2004)
- 3.2.2.3-7 Submittals in U.S. Currency** (July 2004)
- 3.2.2.3-11 Unnecessarily Elaborate Submittals** (July 2004)
- 3.2.2.3-12 Amendments to Screening Information Requests** (July 2004)
- 3.2.2.3-13 Submission of Information/Documentation/Offer**s (July 2004)
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals** (July 2004)
- 3.2.2.3-16 Restricting, Disclosing and Using Data** (July 2004)
- 3.2.2.3-17 Preparing Offers** (July 2004)
- 3.2.2.3-18 Prospective Offeror's Requests for Explanations** (February 2009)
- 3.2.2.3-19 Contract Award** (July 2004)
- 3.13-4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number** (April 2006)

L.15 FAA AMS CLAUSES AND PROVISIONS INCORPORATED IN FULL TEXT

3.2.2.3-20 Electronic Offers (July 2004)

- (a) The Offeror (you) may submit responses to this SIR by the following electronic means: none. Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions.

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to: not applicable.

(f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of provision)

3.2.4-1 Type of Contract (April 1996)

The FAA contemplates award of an Indefinite Delivery Indefinite Quantity contract resulting from this Screening Information Request.

(End of provision)

3.9.1-3 Protest (November 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

- (i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or
- (ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

- (1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)